Case 1:07-cv-07190

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

PSN ILLINOIS, LLC,)
an Illinois corporation,) Case No. 97 C 7190
Plaintiff,) Case No. 07 C /190
·) Judge Hibbler
Vs.)
Abeam, Inc.; Abgeut, Inc.;) Magistrate Judge Valdez)
Affinity Bioreagents, Inc.;)
Discoverx Corporation; Exalpha Biologicals, Inc.;)
Genetex, Inc.; LifeSpan Biosciences, Inc.; Multispan, Inc.; and	(
Novus Biologicals, Inc.	(
Defendants.))

CONSENT JUDGMENT ORDER AS TO DEFENDANT MULTISPAN

WHEREFORE, with the consent of the Parties, through their undersigned attorneys, and with the approval of this Court, it is hereby finally ORDERED, ADJUDGED AND DECREED as follows:

- 1. The Court has jurisdiction over the parties and the subject matter of this action.
- 2. PSN owns and has standing to sue for infringement of United States Patent No. 5,856,443, entitled "Molecular Cloning And Expression of G-Protein Coupled Receptors," issued on Jan. 5, 1999, and United States Patent No. 6,518,414B1, entitled "Molecular Cloning And Expression of G-Protein Coupled Receptors," issued on Feb. 11, 2003 ("PSN's Patents").
- 3. Multispan has no current reason to believe (but without having conducted any prior art search) that the claims of PSN's Patents are not valid and enforceable.
- 4. Claims of PSN's Patents cover Multispan's manufacture and offer for sale of the following Multispan product: MultiscreenTM Stable Cell Line Human Recombinant S1P2 (Catalog # CG1051-1) ("the product"),

- 5. No payment for or release of the product which may have been used by any third parties is provided here or in the parties' Settlement Agreement, and PSN is free to pursue its damages claim in this action against such third parties other than Multispan.
- 6. Multispan will no longer manufacture, use, sell or offer to sell polynucleotides encoding the S1P2 (Sphingosine 1-Phosphate Receptor 2/ aka Edg 5/ aka pH218) receptor, polynucleotides hybridizing thereto, complementary polynucleotides, or polypeptides, antibodies and expression data directly transcribed and translated from this specific polynucleotide or polynucleotides hybridizing thereto, and cell lines expressing this specific polynucleotide or polynucleotides hybridizing thereto, but only to the extent the foregoing are covered by claims of the PSN Patents ("S1P2 Technology"), without first obtaining a license from PSN authorizing this.
- 7. With respect only to a claim that the S1P2 Technology infringes the PSN Patents, Multispan agrees to and hereby waives and relinquishes the right to ever contest the validity or enforceability of either of the PSN Patents and any of their claims in their present form, whether such assertion of invalidity or unenforceability would be made in a court proceeding or Patent Office proceeding, and whether or not such assertion is made with respect to the product in this action or with respect to any other products that may be made, used, sold and/or offered for sale by Multispan in the future.
- 8. All claims and defenses of each of the Parties are hereby dismissed with prejudice.

9. The parties shall each bear their own costs and attorney fees incurred in this action, and the Court shall retain jurisdiction to enforce the terms of this Consent Judgment Order and the corresponding Settlement Agreement between the parties concerning this action.

Dated: April 24 2008

Counsel to PSN Illinois, LLC

Dated: April 21 2008

Counsel to Multispan, Inc.

Dated: April 34, 2008

Honorable William J. Hibbler United States District Court Judge